Mass. 415, 34 N. E. 657, 38 Am. St. Rep. 430, held that an estate by the entirety may exist in personal property. This case, however, was decided by an almost equally divided court.

INSANE PERSONS—POWERS OF COMMITTEE.—S. and T. were the committee of a lunatic. S. gave his consent to an adjoining land owner to underpin a party wall. In an action to compel the removal of a portion of this underpinning which encroached on the lunatic's land, *held,* that a committee of a lunatic is authorized within the limits of his trust to bind the lunatic by acts clearly for his benefit. *Sharpless et al.* v. *Boldt et al.* (1907), — Pa. —, 67 Atl. Rep. 652.

The decision in the principal case seems to be upheld in those states where the committee has power to lease the lunatic's lands. *Pierce's Appeal,* 13 Wkly. Notes Cas. (Pa.) 306. The following cases limit the committee's power to lease only for the life of the lunatic. *De Treville* v. *Ellis,* 1 Bailey Eq. (S. C.) 35, 21 Am. Dec. 518; *Campau* v. *Shaw,* 15 Mich. 226. That a portion of an estate covered by a mortgage may be released, see *Pickersgill* v. *Read,* 5 Hun (N. Y.) 170. That the committee may sell the lunatic's personal property, see *Spaulding* v. *Bullock,* 206 Pa. St. 224, 55 Atl. 965. On the other hand, the following cases hold that a committee has no power to make a lease without leave from the court. *Foster* v. *Marchant,* 1 Vern. 262; *Knipe* v. *Palmer,* 2 Wils. 130; *Alexander* v. *Buffington,* 66 Iowa 360, 23 N. W. 754; *Kent* v. *West,* 33 App. Div. (N. Y.) 112, 53 N. Y. S. 244; *Treat* v. *Peck,* 5 Conn. 280. That a lunatic cannot be prescribed against except in cases specially provided by law, see *Espinola* v. *Blasco,* 15 La. Ann. 426; *Sallier* v. *St. Louis W. & G. Ry. Co.,* 114 La. 1090, 38 So. 868. The guardian has no power, as such, to engage in business for, or by transfer to bind the estate of, a lunatic, nor can the probate court confer such power. *Michael* v. *Locke,* 80 Mo. 548; *Western Cement Co.* v. *Jones et al.,* 8 Mo. App. 373.

INSURANCE—ACCIDENT—SPECIAL INDEMNITIES—CONSTRUCTION OF POLICY.—The insured held an accident policy in the defendant company, which contained a "Special Indemnities" clause reading as follows: "This policy does not exclude indemnity for loss by accident as herein provided, caused or contributed to, wholly or partly, directly or indirectly, by sunstroke, freezing, gas, * * * * racing, shooting, intoxicants, * * * *; but in any such event the liability of the company shall be one-half the amount of the ordinary accident indemnity specified for such loss." Insured was shot and killed by burglars. *Held,* under the "Special Indemnities" clause death by shooting is an accident for which the beneficiary can recover but one-half of the policy. *Bader* v. *New Amsterdam Casualty Co.* (1907), — Minn. —, 112 N. W. Rep. 1065.

The case is exceptional in at least one respect: the "special indemnities" clause is but infrequently found. The plaintiff, by the application of the rule of construction that cases of doubt or ambiguity should be resolved in favor of the insured, and the rule "Noscitur a sociis," attempts to bring the case within that class of cases which "hold in effect that an exception of certain